

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
LOS ANGELES

Elizabeth Green (admitted *pro hac vice* per Dkt. 853)
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Attorneys for Debtor
SOUTHERN INYO HEALTHCARE DISTRICT

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION

In re
SOUTHERN INYO HEALTHCARE
DISTRICT,

Debtor.

Case No.: 16-10015

Chapter 9

**REQUEST FOR DETERMINATION OF
REASONABLENESS OF
PROFESSIONAL FEES OF BAKER &
HOSTETLER LLP**

Hearing Date, Time, and Location

Date: May 20, 2020
Time: 1:30 p.m.
Dept: A
Ctrm: 11 (Fresno)

1. In December 2015, due to financial difficulties, the Debtor closed its hospital operations and its CEO and board resigned. A reconstituted board determined that it was in the best interests of the Debtor and its creditors to retain restructuring counsel, and retained Baker & Hostetler LLP (“Baker”) to be its general bankruptcy counsel at the outset of this case in January 2016. Through this case, the Debtor has been able to resume operations.

2. The rigorous fee review required in a Chapter 7 or 11 case does not apply to this Chapter 9 proceeding. Instead, section 943(b)(3) of the Bankruptcy Code requires only that “all amounts to be paid by the debtor . . . for services or expenses in the case or incident to the plan have been fully disclosed and are reasonable[.]”

3. As set forth in the Declaration of Elizabeth Green, filed concurrently, Baker is a national law firm with expertise in bankruptcy law and specifically in health care bankruptcies, and charged its customary rates for bankruptcy and non-bankruptcy matters for its professional services in this case. Baker ceased to be general bankruptcy counsel in April 2018, when lead counsel joined a new firm, and performed limited work thereafter. Baker worked approximately 2,300 hours on this bankruptcy. As a result of that work, the Debtor incurred fees and expenses owed to Baker in the amounts of \$1,081,104.50 and \$125,098.54 respectively.

4. Pursuant to an agreement between the Debtor and Baker, Baker has agreed to treatment and payment as set forth in the Seventh Amended Plan of Adjustment (Dkt. 915, p. 12). This agreement is reasonable. The invoices for which Baker requests payment are summarized below. Baker reserves the right to introduce the underlying invoices at the confirmation hearing.

Invoice Date	Invoice Period	Fees	Expenses	Fees Paid	Expenses Paid
October 20, 2016	January 2, 2016 – September 30, 2016	\$366,276	\$33,627.36	\$0	\$0
December 28, 2017	October 1, 2016 - December 8, 2017	\$512,403.50	\$47,896.67	\$0	\$0
April 30, 2018	December 9, 2017 - April 25, 2018	\$170,756.50	\$43,349.89	\$0	\$0
December 27, 2018	April 26 - November 30, 2018	\$31,668.50	\$224.62	\$0	\$0
		\$1,081,104.50	\$125,098.54	\$0	\$0

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5. Wherefore, Baker requests an order determining that the amounts it is to be paid have been fully disclosed and are reasonable.

Dated: April 24, 2020

Respectfully submitted,

BAKER & HOSTETLER LLP

By: /s/ Elizabeth Green
Elizabeth Green

Attorneys for Debtor
SOUTHERN INYO HEALTHCARE DISTRICT

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